



REQUEST FOR PROPOSAL (RFP)

Actuarial Study of the County's Self-Insured Property, General Liability and Workers' Compensation Insurance Program

RFP Number: 07-0114 Contract Number: _____
Issue Date: August 1, 2007 Opening Date/Time: August 15, 2007, 3:00 p.m.
Pre-Proposal: None Contracting Officer: Susan Dugan, CPPB

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	Section 2.3 and Section 3.13
Indemnification/Insurance:	Section 2.8
Pre-Bid Conference/Walk-Thru:	Not Applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. A separate contractual document will be signed by the County and the awarded vendor.

Vendors shall complete and return the entirety of this RFP Document, and attach all other information requested in this RFP document (See Provision 2.13). Failure to sign the bid response may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

1.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

1.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.
2. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to proposal closing, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation. The proposer is required to submit with its proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A proposal may also be withdrawn ninety (90) days after the proposal has been opened and prior to award, by submitting a letter to the designated procurement representative identified on the front cover of this solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the

vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.
2. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

I.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

I.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

I.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity

employing the most personnel residing within the County.

- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

I.6 CONTRACT EXTENSION

- A. The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s).
- C. Exercise of the above options requires the prior approval of the County's Director of Procurement Services.

I.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

I.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

I.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

I.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

I.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

I.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

1.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

1.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.

1.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by

mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

1.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

1.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

1.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

1.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

1.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer, and also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

1.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

1.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

1.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements,

please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

1.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

1.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

1.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

1.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

1.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

Section 2.1: Purpose

The purpose of this solicitation is to obtain a fixed price from qualified firms for performing an actuarial study of the County's self-insured Property, General Liability and Workers' Compensation insurance program.

Section 2.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Susan Dugan, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839
Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

Section 2.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. The following represent the principal selection criteria that will be considered during the evaluation process:

1. Project approach.
2. Qualifications of proposed personnel.
3. Cost / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

The County reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information,

and any request for “best and final” offers.

Section 2.4: Pre-Proposal Conference

Not Applicable

Section 2.5: Term of Contract

This contract shall be effective the first calendar day succeeding approval of the contract by the Board of County Commissioners, or designee. The performance period of the contract shall remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Section 2.6: Option to Renew for four(4) Additional Year(s) - (Maintain Same Prices)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional twelve (12) month periods on a year-by-year basis under the same terms and conditions. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on the changes to the applicable CPI. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. The prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 2.7: Method of Payment

Upon completion and acceptance of the work required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total value of the contract. This invoice shall be submitted to the Employee Services Department.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 2.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract.

Such policies of insurance shall insure the vendor in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000 (per accident)
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she

is injured; he or she will not hold the County responsible for any payment or compensation.

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

The vendor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

Section 2.9: Offer Guaranty/ Bid Bond

Not Applicable

Section 2.10: Delivery

Per Section 3, Scope of Work

Section 2.11: Work Acceptance

All invoices are subject to review and approval by the Lake County Employee Services Department.

Section 2.12: Warranty Requirements

Not Applicable

Section 2.13: Preparation of Solicitation/Submission of Response**Section 2.13.1: Delivery of Solicitation Responses**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 2.13.2: Completion Requirements for a Request for Proposal (RFP)

Respondents shall submit one (1) original, marked "ORIGINAL," and three (3) copies, each marked "COPY," of their proposal package for review and evaluation by the County. Failure to provide the required copies and information may result in the proposal package not being considered. Proposals shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

C. Proposal Submittal:

The following items shall be included and submitted with your proposal:

1. Complete the RFP Cover Sheet
2. Provide a technical narrative detailing the firm's proposed work plan for this project.
3. Completed Section 4 – Pricing/Certifications/Signatures
 - a. Fee Schedule
 - b. Acknowledgement of Addenda
 - c. Firm Profile Form
 - d. Team Composition Form – Identify key professional staff assigned to this project. Personnel assigned to this project should have first hand experience working with governmental entities. Identify, at a minimum, one (1) actuary who is a member of the Casualty Actuarial Society and/or the American Academy of Actuaries who will work on this project. Make copies of this form as needed.
 - e. Similar Projects Form – Reference similar work effort performed by the vendor, within the last three (3) years, to other governmental entities. Make copies of this form as needed.
4. Proof of license to practice in Florida.
5. Provide either a completed Accord form or a signed letter from your insurance agency on its letter head stating that you have or can get the required insurance coverage.
6. Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization's professional activities.
7. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.

Section 2.14: Additional Work

Although this solicitation and resultant contract identifies specific services to be provided, it is hereby agreed and understood that additional work may be added to this contract at the option of the County. When required, the contractor will be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract. The additional work shall be added to this contract by formal modification.

Section 3.1 Scope of Service

Provide an actuarial study of the County's self-insured Property, General Liability and Workers' Compensation insurance program.

Section 3.1.1 Background

The County has been self-insured since 1989 for Property (including Auto Physical Damage), Liability (including General Liability and Auto Liability) and Workers' Compensation. The Property Self Insured Retention (SIR) is \$100,000 with excess coverage up to \$76 Million. The liability limits that are in force during the 10/1/06 to 10/1/07 fiscal year are \$50,000 SIR for General Liability at \$5,000,000 per occurrence; and \$150,000 SIR for Workers' Compensation with excess Workers' Compensation insurance up to \$1 million.

Section 3.1.2 Scope of Service

Each proposal shall be made on the basis of and shall meet or exceed each of the requirements contained herein. The actuary shall provide the County with a reasonable projection of loss costs, cash flows, Incurred But Not Reported (IBNR) costs, and information necessary for the County to comply with requirements of (GASB) Rule 10, for financial reporting purposes.

The actuary shall provide, at a minimum, the following:

1. Determination of Required Reserves

Provide projections of reserves, ultimate loss, and allocated loss adjustment expenses (ALAE) for each self-insured program. The actuary shall determine the reserves as required by the Governmental Accounting Standards Board Statement 10 as of September 30, 2007. The actuarial estimate of required reserves shall be identified by the following items:

- Portions attributable to case reserves;
- IBNR reserves;
- Allocated Loss Adjustment Expense reserves.

The actuary shall employ a minimum of two accepted actuarial methods in determining the ultimate losses and required reserves for each self-insured program.

2. Actuarial Report

This engagement requires the preparation of a written report. The report shall provide a description of the actuarial methods employed and a summary of the assumptions underlying the work. A draft report shall be provided to the County within thirty (30) days of receiving information required for the engagement and the final report shall be delivered to the County by November 19, 2007.

Section 3.1.3 Minimum Qualifications

Minimally, the qualifications for performing the actuarial study shall include the following:

- A. Respondent shall have been engaged in the business of actuarial analysis and have proven quantifiable ability in this area for a period of no less than three (3) years.
- B. The individual and who will be performing the work must be an actuary who is a member of the Casualty Actuarial Society and/or the American Academy of Actuaries and have at least three (3) years experience in performing studies as outlined herein.

**Actuary Study
of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

FEE SCHEDULE

Description	Total Lump Sum Fee
Actuarial study of the County's self-insured Property, General Liability and Workers' Compensation insurance program per preceeding terms, conditions and scope of work.	\$ _____

Notes:

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A tax exemption Certificate will be furnished upon request.

All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition

**Actuary Study
of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

PROPOSED HOURLY BILLING RATES

(These rates shall be utilized for additional work requested as described in Section 2.14.)

Personnel Classification	Hourly Billing Rate

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this ITB.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:**Certification Regarding Felony Conviction**

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information and Proposal Signature:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____ Date: _____
Print Name: _____ Title: _____

FIRM PROFILE

1. Firm (or joint venture) Name & Address 	1c. Licensed to do business in the State of Florida? _____ Yes _____ No
	1d. Name, Title & Telephone Number of Principal to Contact
	1f. Address of office to perform work, if different from Item 1.
1a. Firm is _____National _____Regional _____Local FEIN # _____	
1b. Firm is a Certified Minority Business Enterprise _____Yes _____No	
2. Please list number of people by discipline that your firm/joint venture will commit to the County's project. 	
3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together?) _____Yes _____No	

TEAM COMPOSITION

Brief resumes of key persons, specialists and individual consultants who shall be assigned to the project. Utilize one sheet per person. (Additional information may be attached.)

Name & Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Degree(s)/year/school/specialization:
Active registration: Are you a Fellow of the Casualty Actuarial Society: _____ Yes _____ No Are you a Member of the American Academy of Actuaries? _____ Yes _____ No Provide proof evidencing status of above.
Other experience and qualifications relevant to the proposed project:

SIMILAR PROJECTS

Work by firm members which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than five (5) projects.

4. <u>Project Name & Location</u>		Project Owners Name & Address
<u>Project Manager:</u>		
Completion Date (Actual or Estimated)		
Estimated Cost (In Thousands)		<u>Project Owner's Contact Person, Title, & Telephone Number</u>
Entire Project	Work for which firm was/is responsible	
\$	\$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>		

SAMPLE CONTRACT

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

FOR

ACTUARY STUDY

OF THE COUNTY'S SELF-INSURED PROPERTY,

GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE PROGRAM

RFP 07-0114

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and _____, a corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted Request for Proposals, #07-0114, from firms qualified to provide a professional actuary study of the COUNTY'S self-insured property, general liability and workers' compensation insurance program, and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to perform a professional actuary study of the COUNTY'S self-insured property, general liability and workers compensation insurance program.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth herein in **Exhibit A**, known as the Scope of Services, attached hereto and incorporated herein by reference.

3.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of final execution. The COUNTY reserves the sole right to extend this Agreement for four (4) additional twelve (12) month periods at the same pricing structure, scope of services and terms and conditions.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 4. Payment

4.1 Payment shall be made in lump sum after completion and acceptance of project by the COUNTY as set forth in Exhibit B, known as Fee Schedule, attached hereto and incorporated herein by reference. In no event shall the contract amount exceed \$ _____ (_____) unless a change order has been executed in accordance with the COUNTY'S Purchasing Policy and Procedures. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Invoices shall be submitted in duplicate to the Office of Employee Services, Attention Marcia Johnson, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number and a detailed description of services and fees. CONSULTANT shall submit invoices upon final completion and acceptance of the work.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services. The COUNTY agrees that all information, documents and data requested in connection with the services required under this Agreement will be made available to the CONSULTANT and all such information, documents and data will be complete and accurate to the COUNTY'S knowledge. The CONSULTANT will have the full cooperation of the COUNTY'S personnel. The COUNTY will issue a representation letter concerning these

matters, and that the CONSULTANT may rely upon such information documents and data with no duty to inquire or audit such.

Article 6. Special Terms and Conditions

6.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. At least 30 days prior to Termination for Cause, County shall notify CONSULTANT in writing of CONSULTANT'S default or negligence and afford CONSULTANT opportunity to correct any default or negligence.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. It is hereby noted that the CONSULTANT shall utilize Wakely Consulting as a subconsultant and no further approval is needed.

6.4 Insurance. CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000

(X)	Medical Expense	\$5,000
(X)	Contractual Liability	\$300,000

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

(X)	general liability policy
()	automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(X) Professional liability (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONSULTANT shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, CONSULTANT shall be responsible for payment of all deductibles and self-insurance retention on CONSULTANT Liability Insurance policies.

6.5 Indemnity - County. CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

6.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no

authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Ownership of Deliverables. CONSULTANT agrees that all deliverables under this Agreement shall be and remain the property of COUNTY including any applicable copyrights. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk. Only the deliverables are the property of the COUNTY, not the CONSULTANT'S workpapers, spreadsheet, software, etc. that were developed in the course of performing these services. To the extent permitted by Florida law, the COUNTY agrees to furnish the CONSULTANT'S deliverables in its entirety whenever possible.

6.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. Notwithstanding the above, CONSULTANT shall be entitled to retain a copy of all Materials and Deliverables for its files.

6.9 Access to Records. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Unless the audit is generated due to errors and/or omissions by the CONSULTANT, the COUNTY agrees to compensate the vendor at the stated hourly rates for the time necessary to assist in such an audit.

6.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any negligent errors, omissions or other deficiencies in its designs, drawings, reports or other services. In performing its professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the CONSULTANT's undertaking herein or its performance of services, and it is agreed that the CONSULTANT is not a fiduciary with respect to the COUNTY.

6.12 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.13 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding \$150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

6.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.15 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement or any claim arising out of the performance of this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

If to COUNTY:
County Manager
Lake County Administration Building
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Marcia Johnson
Employee Services Director
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Fee Schedule

AGREEMENT BETWEEN _____ AND LAKE COUNTY FOR ACTUARY STUDY OF THE
COUNTY'S SELF-INSURED PROPERTY, GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE PROGRAM,
RFP 07-0114

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates
under each signature: COUNTY through its Procurement Office and by CONSULTANT through duly authorized
representative.

CONSULTANT

(Signature)

Typed Name: _____

Title: _____

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

COUNTY
LAKE COUNTY,
OFFICE OF PROCUREMENT SERVICES

Barnett Schwartzman
Director

This ____ day of __, 2007